

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

United States Department of Labor,)	
Office of Federal Contract Compliance Programs,)	Case No. 2003-OFC-00007
)	
Plaintiff,)	
)	
v.)	
)	
Wyeth, Inc. and Wyeth Pharmaceuticals, Inc.,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

A. JURISDICTION AND PROCEDURAL HISTORY

1. Plaintiff, Office of Federal Contract Compliance Programs, United States Department of Labor (hereinafter "OFCCP"), filed an Administrative Complaint against Wyeth, Inc. and Wyeth Pharmaceuticals, Inc. (hereinafter "Wyeth") on July 25, 2003, alleging violations of Executive Order 11246, as amended (30 Fed. Reg. 12319) (hereinafter "Executive Order") and the regulations promulgated pursuant thereto at 41 C.F.R. Part 60-1 et seq.

2. Wyeth filed an Answer and Affirmative Defenses to the Administrative Complaint on August 13, 2003, in which it denied that it violated any obligations under the Executive Order.

3. The United States Department of Labor, Office of Administrative Law Judges has jurisdiction over this matter pursuant to the Executive Order, 41 C.F.R. 60-1.26 and 41 C.F.R. Part 60-30.

4. Pursuant to, and subject to, the stipulation filed by the parties, and solely for purposes of this Settlement Agreement, at all times relevant to this case, Wyeth has been a federal contractor with over 50 employees and has been a party to a federal contract of over \$50,000 and therefore is subject to Executive Order 11246 and 41 C.F.R. Chapter 60. This shall

not constitute an admission or finding that Wyeth is or was a federal contractor for any other purposes other than this Settlement Agreement, and shall have no force or effect, and shall not be admissible, in any litigation other than the above-captioned matter.

5. The issues resolved by this Settlement Agreement involve alleged gender-based disparities in compensation and were identified by OFCCP during a 1997 compliance review of Wyeth.

6. OFCCP and Wyeth initially attempted to resolve the alleged violations through conciliation; such efforts were unsuccessful.

7. No findings of any violation of the Executive Order by Wyeth have been made in this proceeding.

8. By entering into this Settlement Agreement, Wyeth does not admit that it has violated the Executive Order or any other applicable statute, regulation, or order, and is entering into this Settlement Agreement to avoid the continued litigation of disputed claims. This Settlement Agreement is not admissible to prove, and cannot be used as evidence of, any violation of the Executive Order. This does not prohibit the use of this Settlement Agreement by either party for the purpose of enforcing this Settlement Agreement.

9. Pursuant to 41 C.F.R. 60-30.13, the parties to this action, OFCCP and Wyeth, have negotiated and executed this Settlement Agreement in full and final resolution of this matter. This Settlement Agreement constitutes a resolution of all issues, actions, causes of action and claims arising, or that could have arisen, out of the Administrative Complaint filed herein except for enforcement proceedings that may arise out of this Settlement Agreement.

B. GENERAL PROVISIONS

10. This Settlement Agreement shall constitute the final Administrative Order in this case, and shall have the same force and effect as an order made after a full hearing and final review by the Administrative Review Board.

11. The record on the basis of which this Settlement Agreement is entered shall consist of the Administrative Complaint and the Settlement Agreement, including attachments thereto.

12. The Settlement Agreement shall not become final until it has been signed by the Administrative Law Judge. The effective date shall be deemed to be three (3) days after it becomes final.

13. The Settlement Agreement shall expire on February 28, 2007 subject to Paragraphs 51 and 52.

14. The Settlement Agreement shall be binding upon OFCCP and Wyeth as well as their successors.

15. All further procedural steps to contest the binding effect of this Settlement Agreement are waived by the parties.

16. Any right to challenge or contest the validity of the findings and order entered into in accordance with the provisions contained in this Settlement Agreement is waived by the parties.

17. Wyeth agrees that OFCCP may review compliance with this Settlement Agreement in accordance with the provisions in this Settlement Agreement.

18. Except as set forth in paragraphs 49 and 50, nothing herein is intended to relieve Wyeth from compliance with the requirements of the Executive Order or its implementing regulations, nor to limit OFCCP's right to review Wyeth's compliance with such requirements.

19. OFCCP acknowledges that there have been no allegations of retaliation by Wyeth against persons who have provided information or assistance with the investigation of this matter. The parties agree that there will be no retaliation against any beneficiary of this Settlement Agreement, or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceeding or investigation under the Executive Order.

C. SPECIFIC CLAIM PROVISIONS

20. Model. Wyeth will use the statistical model set forth in paragraphs 21-27 below for evaluating whether there are disparities between male and female compensation. OFCCP has reviewed and agrees to the use of this model solely for the purposes of resolving this litigation. This model is to be used by the parties for these limited settlement purposes, and it shall not be considered precedent in any future OFCCP investigations or proceedings.

21. Coverage. The model and analysis will be applied to all full-time exempt employees in all grades at Wyeth's Collegeville, Pennsylvania facility (hereinafter "the Collegeville facility") except Grade 99 and employees in the following Job Families: "Other", "Executive Management", "Field Sales", "Project Management (Non-R&D)", "Unclassified", "Manufacturing", "Security", "Business Development/Licensing/Strategy", "Administrative", and "Public Affairs."

22. Data to be used. All data used in the analyses specified in Paragraphs 20-32 will be data current on May 15, 2004. For 2005 and 2006, data used in the analyses will be the data in Wyeth's database as of May 15 for the year in question.

23. Compensation Analysis. The statistical model will be run separately for each Job Family at the Collegeville facility, subject only to those exceptions set forth above in Paragraph 21. It will control for Job Subfamily and Salary Grade (using "dummy" or "indicator"

variables). The measures of what the employee brings to the job will be: the highest degree of education, age at the time of hire, time in grade and time in grade squared both interacted with grade, and Wyeth tenure and Wyeth tenure squared both interacted with grade. The model will also include indicator variables for the last available annual performance rating and gender.

24. The Degrees of Freedom Check. In each Job Family where the number of degrees of freedom is less than 40, Wyeth will drop the following variables from the model for that Job Family until the number of degrees of freedom equals or exceeds 40. Variables will be dropped in the following order: Job Subfamily; interactions between both tenure at Wyeth and tenure at Wyeth squared with grade (replace with non-interacted measures of tenure at Wyeth and tenure at Wyeth squared); interaction between both time in grade and time in grade squared with grade (replace with non-interacted measure of time in grade and time in grade squared). After these identified variables are dropped from the model, no additional variables will be dropped regardless of the number of degrees of freedom in the model.

25. The Standard Error Check. If, after dropping the variables from the model in accordance with paragraph 24, the number of degrees of freedom for a particular Job Family is between 40 and 65, then Wyeth will test the interaction terms for tenure at Wyeth, tenure at Wyeth squared, time in grade, and time in grade squared for that Job Family, but only to the extent these variables are not already excluded from the model pursuant to paragraph 24. Wyeth will first test the interaction terms for tenure at Wyeth and tenure at Wyeth squared in a model that includes the interaction terms for time in grade and time in grade squared. If the standard error of the regression is smaller when including the interaction terms for tenure at Wyeth and tenure at Wyeth squared, then those interaction terms will be included in the model. If the standard error of the regression is not smaller when including the interaction terms for tenure at

Wyeth and tenure at Wyeth squared, then those interaction terms will be replaced with non-interacted measures of tenure at Wyeth and tenure at Wyeth squared. Wyeth will then test the interaction terms for time in grade and time in grade squared in a model that includes or excludes interaction terms for tenure and tenure squared, depending on whether the interaction terms for tenure at Wyeth and tenure at Wyeth squared are to be used in the analysis pursuant to paragraphs 24 and this paragraph 25. If the standard error of the regression is smaller when including the interaction terms for time in grade and time in grade squared, then those interaction terms will be included in the model. If the standard error of the regression is not smaller when including the interaction terms for time in grade and time in grade squared, then those interaction terms will be replaced with non-interacted measures of time in grade and time in grade squared.

26. Running the Model. Wyeth will run the model separately for each Job Family using the natural logarithm of salary as the dependent variable. No employees will be excluded from the analysis because of “undue” influence. Wyeth will identify those Job Families, if any, where the gender effect has a t-ratio of 1.96 or more in absolute value (“affected” or “identified” Job Families). Wyeth will provide OFCCP with all underlying data, computer programs and statistical logs utilized or generated in the course of performing the analysis.

27. Option of Correcting Data. If any Job Families are identified, Wyeth will have the option to correct data for all employees in any identified Job Family(ies) and rerun the analysis for the identified Job Family(ies) to determine if the gender disparity still has a t-ratio of 1.96 or more. Data that can be corrected include: actual amount of prior experience, actual amount of relevant prior work experience, relevance of degrees and breaks in employment. Wyeth will provide OFCCP with all of the underlying data, computer programs and statistical logs utilized or generated in the course of running the analyses.

28. Examination of Affected Job Families. These additional data will be collected using the procedures set forth in Appendix A. If the parties disagree about the data collection for this further examination of affected parties, they will negotiate in good faith and if they fail to agree, will follow the procedures outlined in Paragraph 39.

29. Prospective Pay Adjustments. For each Job Family, if any, identified by the analysis performed pursuant to Paragraphs 27 and 28, or by the analysis performed pursuant to Paragraph 26 if Wyeth opts not to correct the data, Wyeth will multiply the estimated percentage pay difference by the sum of the women's salaries, yielding the "Prospective Settlement Amount." The Prospective Settlement Amount will be used to adjust women's salaries on a going forward basis.

30. Distribution of Prospective Pay Adjustments. All women in each affected Job Family, if any, who were employed at the Radnor facility on June 11, 1997, in Grades 6, 7, 8, 9, 10, 11, 13, 16, and 18 will receive a percentage increase in prospective salary at least as large as the estimated gender effect. With the exception of a maximum of twenty percent of the women in each affected Job Family who were not employed at the Radnor facility on June 11, 1997, in Grades 6, 7, 8, 9, 10, 11, 13, 16, and 18 as set forth in Paragraph 31, the remainder of the women in each affected Job Family, if any, will also receive a percentage increase in prospective salary at least as large as the estimated gender effect.

31. Exclusions from Prospective Settlement. Wyeth has the option of identifying a maximum of twenty percent of the women in each affected Job Family who were not employed at the Radnor facility on June 11, 1997, in Grades 6, 7, 8, 9, 10, 11, 13, 16, and 18 for whom, for legitimate business reasons, Wyeth proposes a salary adjustment that is less than the estimated gender effect, as long as no more than seven percent of the women receive either no prospective

salary adjustment or a salary adjustment that is less than fifty percent of the estimated gender effect. These women in each affected Job Family for whom Wyeth proposes no prospective pay adjustment or a prospective salary adjustment less than the estimated gender effect will not be women who were employed by Wyeth in Grades 6, 7, 8, 9, 10, 11, 13, 16, or 18 on June 11, 1997. The parties will negotiate in good faith regarding these exceptions and if no agreement is reached, will follow the procedure outlined in Paragraph 39. The additional money that would have been provided to these women if their pay had been adjusted by the full amount of the estimated gender effect will be distributed among other women in the same affected Job Family. The Prospective Settlement Amount will not be decreased. Wyeth will provide to OFCCP its proposal for distribution of prospective pay adjustments, including the women's names, job families, current salaries and proposed adjusted salaries. The only individual prospective adjustments under this Settlement Agreement that may be reviewed by OFCCP, or pursuant to the procedure set forth in paragraph 39, for legitimate business reasons are those for whom Wyeth proposes no prospective pay adjustment or a prospective salary adjustment less than the estimated gender effect.

32. Check that the Proposed Adjustments Eliminate the Pay Difference. Any such proposed allocation of prospective salary adjustments must eliminate the pay difference between men and women. Whether the proposed allocation does eliminate the pay difference will be determined by re-running the model using the new proposed salaries and examining the resulting estimated gender effect. If the new estimated gender effect is 0.1% or larger and unfavorable to women (whether it is statistically significant or not), the proposed allocation will be judged not to eliminate the pay difference.

33. Timing of Prospective Pay Adjustments. All prospective pay adjustments based on the analysis of the May 15, 2004 data, if any, will be made effective January 1, 2005.

34. Retroactive Adjustments. Retroactive adjustments, if any, for each woman in affected Job Families will be based on a “retroactive percentage” calculated as follows: 1) Calculate the percentage increase in each woman’s salary that results from the prospective adjustment to pay; 2) Multiply this percentage by the following factor: $(t\text{-ratio} - 1) / (t\text{-ratio})$ (where the “t-ratio” is the t-ratio or “number of standard deviations” for the gender effect from the regression analysis that was used to identify the Job Family in question as an affected Job Family.) For example, if the t-ratio is exactly three, each individual woman’s retroactive percentage would be equal to her prospective percentage increase multiplied by two-thirds.

35. Distribution of Retroactive Adjustments. With the exception of women who joined Wyeth after May 15, 2003 as set forth in paragraph 36 below, Wyeth will pay women in affected Job Families who were not employed at the Wyeth Radnor facility on June 11, 1997, in Salary Grades 6, 7, 8, 9, 10, 11, 13, 16 and 18 a sum equal to the individual retroactive percentage of their current salary, representing one year of retroactive compensation. Women in affected Job Families who were employed at the Wyeth Radnor facility in Grades 6, 7, 8, 9, 10, 11, 13, 16 and 18 on June 11, 1997 will receive retroactive compensation of four times their individual retroactive percentage of their current salary, representing four years of retroactive compensation. Wyeth will provide to OFCCP its proposal for distribution, including the women’s names, Job Families, current salaries and proposed retroactive compensation.

36. Exceptions from Retroactive Payments. Wyeth will have the option of prorating the one year of retroactive compensation for those women who are in affected Job Families but

who began working for Wyeth after May 15, 2003. The amount of money remaining after prorating can either be distributed to women in affected Job Families who left Wyeth during the year or to those women remaining in the affected Job Family. Women in the affected Job Families who leave Wyeth's employment between May 15, 2004 and the date of the disbursements will receive retroactive compensation in accordance with Paragraphs 34-35 of this agreement.

37. Timing of Retroactive Payments. All retroactive adjustments will be paid out by February 15, 2005. Wyeth will pay interest on the retroactive adjustments in accordance with 41 CFR 60-1.26(a)(2) from May 15, 2004 until the date of disbursement and will place into escrow, by no later than the next business day after January 1, 2005, the retroactive amounts to be disbursed pursuant to this Agreement.

38. Follow-up Procedures. For calendar years 2005 and 2006, Wyeth will repeat the analyses described in paragraphs 20-28 and prospectively adjust the salaries of women in the affected Job Families in accordance with Paragraphs 29 to 32. The salary adjustments will be made by January 1 of the year following the analyses. Wyeth will provide to OFCCP the underlying data, computer programs and statistical logs utilized or generated in the course of performing these subsequent analyses.

D. DISPUTE RESOLUTION

39. If the parties are unable to resolve issues involving the examination of affected Job Families as set forth in Paragraph 28 or exclusions of women from prospective settlement as set forth above in Paragraph 31, the matter will be referred to a mutually selected neutral with a background in Human Resources for binding resolution. Wyeth shall be solely responsible for the payment of the fees of this individual.

E. REPORTING

40. All reports and notifications that Wyeth furnishes to OFCCP during the term of this settlement agreement will be deemed submitted upon receipt by Regional Director, OFCCP, Suite 750 W, The Curtis Center, 170 S. Independence Mall West, Philadelphia, PA 19106-3309 and by Catherine Murphy, Regional Solicitor, Suite 630E, The Curtis Center, 170 S. Independence Mall West, Philadelphia, PA 19106-3306.

41. On or before June 30, 2004, Wyeth will provide OFCCP with the results of the analysis performed pursuant to Paragraphs 20-26, and will specify whether any further analyses will be performed pursuant to Paragraphs 27 and 28.

42. On or before July 12, 2004, OFCCP will notify Wyeth of any disagreement with the initial analysis performed pursuant to Paragraphs 20-26.

43. On or before September 7, 2004, Wyeth will make any corrections to the data and provide to OFCCP the results of any further analyses performed pursuant to Paragraphs 27 and 28.

44. On or before September 30, 2004, OFCCP will notify Wyeth of any disagreement with any analysis performed pursuant to Paragraphs 27 and 28.

45. The parties will confer by October 15, 2004, to attempt to work out differences in correcting the data pursuant to Paragraphs 27 and 28. If they are unable to resolve the matter, the parties will follow the dispute resolution procedure set forth in Paragraph 39. If necessary, Wyeth will rerun the model by November 8, 2004.

46. On or before November 15, 2004, Wyeth will inform OFCCP of how it proposes to distribute prospective and retroactive pay adjustments, if any, including a list of the women for whom Wyeth proposes to make no salary adjustment or a prospective salary adjustment less than the estimated gender effect. OFCCP will inform Wyeth by November 30, 2004, if it

disagrees with any of the adjustments or exclusions proposed by Wyeth. The parties will confer by December 6, 2004 to attempt to work out disagreements with the proposed distribution. If the matter cannot be resolved, the dispute resolution procedure set forth in Paragraph 39 will be followed.

47. Reports and adjustments for the calendar years 2005 and 2006 will be provided on the same date in those years, except that if any of the dates set forth herein fall on a Saturday, Sunday or legal holiday, the next business date shall apply.

48. OFCCP will not use the information, data, computer programs, or analyses provided pursuant to the Settlement Agreement for any purposes other than determining compliance with the terms of the Settlement Agreement. These materials will be maintained and treated as confidential, including under FOIA. OFCCP agrees to provide Wyeth with notice, within 24 hours, of its receipt of any action by any third party to compel the disclosure of any such information.

F. FUTURE AUDITS

49. OFCCP agrees not to audit Wyeth's Collegeville facility for compliance with Executive Order 11246 with respect to gender-based compensation issues, except in response to an individual complaint, until at least February 28, 2007.

50. Any audit of any Wyeth facility, including the Collegeville facility with respect to non-gender compensation issues, will be conducted only pursuant to established OFCCP procedures for selecting contractors to audit in effect at the time of the selection for the audit.

G. IMPLEMENTATION AND ENFORCEMENT OF THE SETTLEMENT AGREEMENT

51. Jurisdiction, including the authority to issue any additional orders or decrees necessary to effectuate the implementation of the provisions of this Settlement Agreement, is retained by the Administrative Law Judge until February 28, 2007, unless there is an issue

pending pursuant to Paragraphs 53-55. If there is an issue pending, jurisdiction will be retained until the issue is resolved.

52. The parties agree that the Administrative Complaint filed in this case will be dismissed on February 28, 2007, unless there is an issue pending pursuant to Paragraphs 53-55. The parties agree that the Administrative Complaint will be dismissed as soon as all pending issues are resolved.

53. If, at any time after the effective date of this Settlement Agreement, either party believes that the other party has violated any portion of the Agreement, it shall promptly notify the other party of that belief in writing. The notification shall include a statement of the facts and circumstances relied upon in forming that belief, and shall be addressed to the attention of VP and Counsel, Labor and Employment Law Department, Wyeth Pharmaceuticals, 500 Arcola Rd., Collegeville, PA 19426, for Wyeth; and Regional Director, OFCCP, Suite 750 W, The Curtis Center, 170 S. Independence Mall West, Philadelphia, PA 19106-3309 and Catherine Murphy, Regional Solicitor, Suite 630E, The Curtis Center, 170 S. Independence Mall West, Philadelphia, PA 19106-3306, for OFCCP. The accused party will have twenty (20) calendar days from receipt of such notification in which to respond in writing, except where a challenging party alleges and successfully demonstrates to the Administrative Law Judge that such a delay would result in irreparable injury.

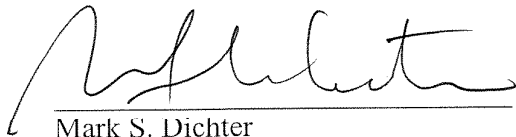
54. Enforcement proceedings for violation of this Settlement Agreement may be initiated at any time after the 20-day period in Paragraph 53 has elapsed (or sooner if irreparable injury is demonstrated), upon filing with the Administrative Law Judge a motion for an order of clarification, for enforcement and/or sanctions. The Administrative Law Judge may, if he deems it appropriate, schedule an evidentiary hearing on the motion. The issues in a hearing on the

motion shall relate solely to the issues of the factual and legal claims made in the motion. In any such enforcement proceeding, OFCCP shall not be required to present proof of any violations alleged in the Administrative Complaint.

55. Liability for violations of an order of the Administrative Law Judge finding a violation of this Settlement Agreement may subject Wyeth to the sanctions set forth in the Executive Order and its implementing regulations and/or other appropriate relief. Wyeth does not waive the right to contest any order imposing such sanctions and/or other relief, including the right to appeal from any such order.

56. If a motion for an order of enforcement or clarification indicates by signature of counsel that the motion is unopposed by OFCCP or Wyeth, as appropriate, the motion may be presented to the Administrative Law Judge without hearing, and the proposed order may be implemented immediately. If said application or motion is opposed by any party, the party in opposition shall file a written response with twenty (20) calendar days of service of such motion.

WYETH, INC. AND WYETH
PHARMACEUTICALS, INC.



Mark S. Dichter
Morgan Lewis & Bockius LLP

Attorney for Wyeth and Wyeth
Pharmaceuticals, Inc.

OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS

Howard M. Radzely
Solicitor of Labor



Catherine Oliver Murphy
Regional Solicitor

The Settlement Agreement herein set forth is hereby approved and shall constitute the final Administrative Order in this case. IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

Honorable Robert D. Kaplan
Administrative Law Judge

APPENDIX A
PROCEDURES TO FOLLOW FOR EXAMINATION
OF AFFECTED JOB FAMILIES

Actual Amount of Prior Work Experience: All work experience prior to employment at Wyeth recorded on the existing source documents [Employee Record Cards, resumes and job applications] will be included in this measure with the exception of part-time work while a full-time student. For example, work as a Teaching Assistant, Research Assistant, and “pocket money” jobs while a full-time student will not be counted as prior work experience. Work as a post-doctoral student will be counted as prior work experience, as will experience in the military. (Note that work as a postdoctoral student is sometimes recorded in the education section of the Employee Record Card, rather than the experience section.) The total number of months of experience will replace age at hire in the revised regression model.

Actual Amount of Prior Relevant Work Experience: For each job recorded as part of the employee’s actual prior work experience, Wyeth will make a judgment as to whether the experience is relevant or partially relevant (defined as experience that, while not directly related to the individual’s current job, either acts as a preparatory for such job or otherwise aids in qualifying the individual for such job) to the employee’s current job. (That is, the job will be “coded” as relevant, partially relevant, or not relevant.) This judgment will be made on the basis of whether the prior job could be part of a logical career progression leading to the employee’s current job.

Wyeth will code relevant prior work experience “blind” using the following procedure:

- 1) Transcribe all information given in the source documents about prior work experience into a database, using one record per job.
- 2) Assign each record a randomly generated ID number and sort the database using the random ID as the sort key.

- 3) Prepare a “blind database,” a version of the database that includes the transcribed information about prior jobs, the random ID number, and an indication of the employee’s current Job Family, but does not include any information that might identify the employee such as name, social security number, employee ID number, or job title.
- 4) Each record in the blind database will be coded without reference to any information that might identify the specific employee.
- 5) Once the coding is complete and entered into the blind database, it will be merged to the complete prior work experience database using the random ID number as the key.
- 6) Both parties will have the right to spot check the results of this process and will have the right to challenge the results of the coding if it appears that there is a substantial and systematic difference between judgments made as to the relevance of women’s experience relative to the relevance of men’s experience.
- 7) Wyeth will provide reasonable assurances that this protocol was actually followed in coding the relevance of prior work experience.

Wyeth will provide OFCCP with a written protocol that it will use to carry out the above procedures.

Relevance of Degrees: Wyeth will code each employee’s education as to whether it is relevant to the employee’s current job using a “blind” procedure parallel to the procedure used to code the relevance of prior work experience. Only Bachelor’s and more advanced degrees will be coded as “relevant.” The relevant educational field(s) will vary with the Job Family as follows.

- A. *Financial / Accounting / Contracts:* Business, Economics, Statistics
- B. *Information Technology:* Science, Computer Science, Mathematics, Business, Statistics, Training
- C. *Distribution / Materials Mgmt / Purchasing:* Business, Mathematics, Statistics, Logistics
- D. *Engineering, Facilities, Tech Svcs & Envir, Hlth & Sfty* Engineering, Mathematics, Industrial Mgmt, Other Scientific
- E. *Marketing & Sales (Hq):* Business, Communications, Education, Advertising
- F. *Human Resources:* Organization Development, Education, Computer Science, Business

G. *Legal / Regulatory Affairs / Medical Affairs*

Legal - Law

Regulatory Affairs – Scientific, Business, Political Science

Medical Affairs – Medicine, Nursing, Scientific

H. *Publications & Library*: Library Science, Communications, Journalism

I. *Quality Assurance*: Scientific, Business, Engineering

J. *Research & Development (Non-Clinical)*: Science, Medicine, Veterinary Medicine

K. *R&D Support (Non-Clinical)*: Scientific, Medical, Pharmacy, Business, Nursing

L. *Clinical R&D*: Science, Medicine

The relevance of an employee's educational field will be entered into the revised regression analysis as an interaction with the measure of highest degree.

Breaks in Employment: The total number of months each employee spent on leave will be calculated from the Employee Record Cards. This figure will be subtracted from tenure at Wyeth in the revised regression model.